



**INVITATION TO BID**

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Marisabel Bermejo at 9300 NW 41 Street no later than 2/8/2024 at 10:00 AM. If you have any questions, contact Rafael Rojas at (786) 331-4513.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

**RPQ DETAILED BREAKDOWN**

Bid Due Date:	2/8/2024	Time Due:	10:00 AM	Submitted Via:	Sealed Envelopes	SBE-Con Level:	N/A
Estimated Value:	\$405,000 (excluding Contingencies and Dedicated Allowances)						
Project Name:	MDFR FIRE ALARM SYSTEM UPRAGES 2023 FLORIDA LEGISLATIVE FUNDING						
Project Location:	VARIOUS - SEE BELOW						
License Requirements:	Primary:	Electrical Contractor; Fire Alarm					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work).  <b>CONTRACTOR TO PROVIDE THE NECESSARY PERMITS, MATERIALS, EQUIPMENT AND LABOR TO ACCOMPLISH THE FOLLOWING:</b></p> <p><b>SCOPE OF WORK</b></p> <ol style="list-style-type: none"> <li>Remove and replace existing Fire Alarm Control Panel with addressable type. Manufacturer shall be one of the following:             <ol style="list-style-type: none"> <li>Fire Light</li> <li>Silent Knight</li> <li>Notifier</li> </ol> </li> <li>Remove and replace existing fire alarm devices with new fire alarm devices (e.g., smoke detectors, pull stations, duct detectors, sprinkler supervisory devices). Where fire alarm devices do not show as existing and require coverage for protection, the fire alarm device and its required wiring for operation shall be installed. This shall include CO detectors where required as per industry standards.</li> <li>Communication to Central station is required. Fire alarm monitoring services are contracted separately by MDFR and shall not be included in this scope of work. However, coordination is required between contractor and fire alarm central station company to ensure fire alarm system is receiving and sending signals as required by industry standards. Sprinklered fire stations shall have the required devices installed.</li> <li>Existing wiring/cabling to be removed and replaced with new. Existing surface mounted and concealed raceways may remain and be reused for wiring.</li> <li>Required fire alarm signage shall be provided and installed by the contractor.</li> <li>Signed and sealed plans/shop drawings shall be provided by the awarded contractor or contractor's design representative and submitted for review to the appropriate building department having jurisdiction for approval. Permits are required and shall be the responsibility of the awarded contractor. All permit fees shall be the responsibility of the awarded contractor. Inspections shall be coordinated prior to inspection date with MDFR Project manager to ensure access to fire station.</li> <li>Product submittals shall be provided to MDFR Project Manager for review prior to submitting to building department and prior to ordering.</li> <li>Installation of all fire alarm components shall be performed in a professional and workmanlike manner in accordance with the standards of performance considered generally acceptable in the industry for similar tasks and projects.</li> <li>Working hours are Monday to Friday from 8:00 am to 5:00 pm. Weekends and holidays are to be requested in writing 48 hours prior.</li> <li>Contractor to include necessary dumpster as required to comply with the proposed scope of work. Location to be determined and approved by MDFR.</li> <li>MDFR emergency vehicles have the Right-Of-Way at all times. Contractors are not to block or interfere with MDFR daily operations.</li> <li>The work shall be sequenced as necessary to coordinate the work of all subcontractors and suppliers in the most effective manner to diligently complete the work and meet the project schedule as well as the Contract completion deadline.</li> <li>All construction related debris shall be removed by the contractor daily, as construction debris piling WILL NOT be allowed unless properly placed in a construction dumpster. Construction dumpster will be used for loose debris and construction waste materials, unless contractor removes the construction debris daily and immediately after each construction phase. The stations grounds both during and after construction shall be clean of ALL related construction debris including nails, scrap materials, etc. Contractor is responsible and shall include the dumpster(s) and /or debris removal (hauling) as part of their project bid.</li> <li>Storing of material will only be allowed by contractor written request and MDFR Construction written approval. If grounds are used for storing material, equipment, working area, etc., contractor to return grounds to its original conditions, replacing grass, etc.</li> <li>Contractor shall repair &amp; repaint any and all damaged walls caused, as a result of the proposed scope of work at the cost of the contractor, including cost of paint to match existing Fire Station colors.</li> <li>MDFR Fire Rescue Facility is NOT allowed for contractor's use, therefore contractor shall consider portable toilets and other temporary equipment for contractor use. Contractor and their employees are only allowed inside the fire station areas as it pertains to their scope of work.</li> <li>The contractor shall notify MDFR Project Manager of any deviations or conditions encountered which are contrary to those indicated on the project contract drawing document. Failure to make written notifications, shall place responsibility upon the contractor to carry out the work in a satisfactory and workmanlike manner.</li> <li>Contractor shall provide approved temporary chemical toilet facility for his construction crew/employees. The contractor shall be responsible to service clean and maintain such toilet facility.</li> <li>Safety and Security Precautions – All on-site contractor's personnel, shall have identification and or company business attire according to the rules and regulations set by the Miscellaneous Construction Contract 7040-0/07. Contractor shall be responsible for the storage and protection of materials &amp; equipment's. Contractor shall provide barriers/ barricades etc. as necessary to prevent entry and protect construction employees/ personnel. Contractor shall be responsible for all safety precautions and accident preventive provisions of OSHA and all applicable safety codes; Including no claims shall be made against (MDFR) by reason of any act of an employee or trespasser.</li> <li>Manufacturer's disclaimers and limitation on product warranties do not relieve the contractor</li> </ol>						

of the warranty as well as incorporating the products, nor does it relieve suppliers, manufacturers, or subcontractors required to countersign special warranties with the contractor.

21. Contact list must be provided for this construction, including a 24/7 contact for emergencies.

22. Fisher Island (Fire Station 42) requirements:

- All contractors must use the Terminal East Ferry located at 112 MacArthur Causeway Miami Beach, FL 33139.
- Hours of access for contractors Monday – Friday: 6:00 a.m. to 6:00 p.m.
- No contractor work on weekends or Holidays (Unless written approval is provided by Fisher Island property manager and confirmed by Public Safety)
- All vehicles using the Fisher Island Ferry are subject to search.
- Contractors must present a valid form of photo identification to enter Fisher Island and maintain possession of identification while on Fisher Island property.
- Contractors are allowed to drive to the building where they are conducting work to drop off tools, materials and workers and must park at the fire station.
- Covers are required on all vehicles hauling loads.
- No unauthorized parking or parking on grass.
- Please keep noise to a minimum; refrain from honking your horn, playing loud music, or yelling.
- Vehicles must be in good working condition.

Document Pickup:	Contact:	Phone No:	Date:	1/11/2020			
	Location:						
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	1/11/2024	Time:	09:00 AM
	Location:	STATION 7 - 9350 NW 22 AVENUE, MIAMI FL 33147					
Site Meeting:	YES	Mandatory:	YES	Date:	1/12/2024	Time:	09:00 AM
	Location:	STATION 17 - 7050 NW 36 STREET, MIAMI, FL 33122					
Bid shall be submitted to:	Contact:	Marisabel Bermejo					
	Address:	9300 NW 41 Street					
	Email:	benedit@miamidade.gov				FAX # :	
Type of Contract:	Single Trade		Method of Award:		Lowest Responsible Bidder		
Method of Payment:	Scheduled Monthly Payments		Insurance Required:		YES		
Additional Insurance Required:	NO		If Yes - Minimum Coverage:				
Performance & Payment Bond Required:	YES		Bid Bond Required:				
Prevailing Wage Rate Required:	Davis Bacon wages	Davis Bacon:	YES	Maintenance Wages:	NO	AIPP:	NO
						Amount:	
SBE-Con. Requirements:	NO	Percentage:	0.00%	SBD Certificate of Assurance Form Required:	NO		
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO		
CWP Requirements:	NO	Percentage:	0.00%				
SBE-S Requirements	NO	Percentage:	0.00%				
SBE-G Requirements	NO	Percentage:	0.00%				
Liquidated Damages:	YES	\$\$ Per Day:	\$250.00				
Trade Set-a-side:	NO	If Yes, Trade =					

For RPQ's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.

Design Drawing Included:	YES	Shop Drawing Included:	NO	Specifications Included:	NO
Anticipated Start Date:	2/26/2024		Calendar Days for Project Completion:	270	

Comments:

In accordance with Sections 2.25 and 2.33 (E) of CICC 7040-0/07 this Project is considered a single trade or primarily single trade project. Primary Trade related work shall not be subcontracted. If ancillary (trade) work is required to complete this Project you may contract with a subcontractor with approval from the contracting Department and the Internal Services Department, Small Business Development Division (SBD). All subcontractors must be certified SBE-CONS firms and approval given by SBD prior to any work beginning.

This project is covered under the Cone of Silence. Any questions pertaining to this project must be submitted in writing to the Project Manager. Please email all questions to: Rafael.RojasJr@miamidade.gov -AND- BENEDIT@miamidade.gov, copying the Clerks of the Board at CLERKBCC@miamidade.gov

1. PRE-BID SITE VISIT: This will be a two-day pre-bid. \*\*BIDDERS MUST ATTEND BOTH DAYS AND MUST VISIT AND SIGN-IN AT ALL SITES IN ORDER TO BE ELIGIBLE TO BID\*\*

Day 1 - GROUP 1: Pre-bid site visit has been scheduled for Thursday, January 11, 2024 at 9:00 a.m. starting at Fire Station 7 located at 9350 NW 22 Avenue, Miami, FL 33147. Immediately following the visit at Station 7, contractors will be escorted by a MDR Project Manager to the remaining stations to conduct site visits at those sites as well. Contractors who fail to visit and sign in at each site with the MDR Project Manager will be unable to submit a bid for this project.

Group A - Stations

Fire Station 7 9350 NW 22 Avenue  
 Fire Station 8 2900 NE 199 Street  
 Fire Station 11 18705 NW 27 Avenue  
 Fire Station 20 13000 NE 16 Avenue  
 Fire Station 22 15655 Biscayne Boulevard

Day 2 - GROUP 2: Pre-bid site visit has been scheduled for Friday, January 12, 2024 at 9:00 a.m. starting at Fire Station 17 located at 7050 NW 36 Street, Miami, FL 33122. Immediately following the visit at Station 17, contractors will be escorted by a MDR Project Manager to the remaining stations to conduct site visits at those sites as well. Contractors who fail to visit each site with the MDR Project Manager will be unable to submit a bid for this project.

Group B Stations

Fire Station 1 16699 NW 67 Avenue  
 Fire Station 4 9201 SW 152 Street  
 Fire Station 17 7050 NW 36 Street  
 Fire Station 42 65 Fisher Island Drive

2. LIQUIDATED DAMAGES in the amount of \$250 per calendar day will be assessed for each day the project is delayed.

3. SEALED BIDS will be received for an on behalf of Miami Dade County by Miami Dade Fire Rescue at 9300 NW 41 Street, Miami, FL 33178. It is HIGHLY recommended that bidders arrive early in order to clear security in the main lobby and have their bids clocked in on the 2nd floor.

4. BID BOND: All submittal packages shall be accompanied by one (1) original, fully executed and two (2) copies of the original of a bid guarantee for not less than 5% of the amount of the total bid, which includes all contingencies and allowances, and at the option of the bidder shall have one of the following: a certified check, a bank draft payable to Miami Dade County, US Government Bonds at par values, or bid bond secured by a surety company.

\*\*BID BOND IS NOT REQUIRED if Bidder's bid price is under \$200,000\*\*

5. PERFORMANCE AND PAYMENT BOND: Bidders submitting bids and to whom a contingent award is made shall duly execute and deliver to the County Performance and Payment Bond in the amount that represents 100% of the bid price offered by the bidder. The Performance and Payment Bond form supplied by the County shall be the only acceptable form and is herewith included. The completed form shall be delivered to the County within 14 calendar days of the date that the Recommendation of Award is issued.

**\*\*PERFORMANCE AND PAYMENT BOND IS NOT REQUIRED if Bidder's bid price is under \$200,000\*\***

6. DAVIS BACON WAGES: Contractor shall obtain current DAVIS BACON WAGES from the Department of Labor website.

7. RFI's: The last day for project RFI QUESTIONS is FRIDAY, January 19, 2024 at 5:00 PM. Any questions submitted after aforementioned date shall not be considered. MDRF will review and answer the questions, prior to the bid due date.

#### 8. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Miami Dade Fire Rescue Department, 9300 NW 41 Street, Doral, FL 33178, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

For contracts of a value under \$1,000,000.00

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Worker's Act (USL&H) and/or Jones Act for any activities on or about navigable water.

B. Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

\*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.

For contracts of a value over \$1,000,000.00

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers Act (USL&H) and/or Jones Act for any activities on or about navigable water.

B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. One-million dollar limit applies at all other airports.

The following additional insurance coverages might be applicable. Please contact Risk Management if further clarification is needed:

If asbestos abatement or removal operations, environmental work as in extraction of contaminated soil, and/or transportation/delivery/unloading of hazardous materials is required of the Contractor shall furnish to insert your Department's name and address, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter A-C and below:

a. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

If construction of a building(s) or structure(s) occurs as either ground-up new, addition or structural renovation of an existing structure is required, the Contractor shall furnish to insert your Department's name and address, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter a below:

a. Builders Risk Insurance on an all-risk basis in an amount not less than one hundred (100%) percent of the completed contract value of the building(s) or structure(s). The policy shall be in the name of Miami Dade County and the Contractor. If work being done involves existing structure, then coverage needs to include coverage for existing structure.

For renovation or equipment install projects with values greater than \$1,000,000:

a. Installation Floater on an "all risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the equipment and materials. The policy shall list Miami Dade County as a Loss Payee A.T.I.M.A.

For contracts that requires professional services such as testing, design, engineering, architectural or other related professional services the Contractor shall furnish to Miami Dade Fire Rescue Department, 9300 NW 41 Street, Doral, FL 33178, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter A-C and below

a. Professional Liability in the amount not less than \$ 1,000,000 per claim

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than A- as to management, and no less than Class VII as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest List of All Insurance Companies Authorized or Approved to Do Business in Florida issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128

9. \*\*\*FEDERAL REQUIREMENTS UNDER THIS RPQ\*\*\*

Equal Opportunity Employment - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Davis Bacon Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ( 40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.

(2) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

(3) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(2) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(3). The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph ( 1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia

or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

Clean Air Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Energy Policy and Conservation Act (42 U.S.C. SS 6201) - During the performance of this contract, the awarded contractor agrees to and must comply with the Energy Policy and Conservation Act.

Debarment and Suspension - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

#### APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned awarded Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in . the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Procurement of Recovered Materials - During the performance of this contract, the awarded

contractor agrees to and must comply with the following (when applicable):

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

Access to Records - During the performance of this contract, the awarded contractor agrees to and must comply with the following:

(1) The contractor agrees to provide the State of Florida, the Miami Dade Fire Rescue Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**DISCLOSURE:**

- Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to **Fire Rescue, 9300 NW 41 Street, Miami FL 33178**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  - a. if applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

\*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.

- 7360 RPQs are NOT SBE-Con 100% Set-aside solicitation, however the RPQ may be assigned a SBE-Con Trade set-aside and goal. The SBE-Con Trade-aside and goal if applicable will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Prime Contractors submitting a bid for RPQ/Project with a Small Business Measures (s) MUST submit the Small Business Development "CERTIFICATE OF ASSURANCE" form properly completed, signed and notarized with their bid document at the time of Bid Submittal. FAILURE TO SUBMIT THE REQUIRED CERTIFICATE OF ASSURANCE FORM AT THE TIME OF BID SUBMISSION SHALL RENDER THE BID NON COMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY.
- 7360 RPQs Federally Funded may be subject to the Disadvantaged Business Enterprise (DBE) Program. The DBE goal will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- 7040 and 7360 RPQs with an estimated project value in excess of \$700,000.00 may be assigned a Small Business Enterprise Goods (SBE-G) or Small Business Services (SBE-S) program goal. The SBE-G or SBE-S goal if applicable will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All RPQs with an estimated project value \$100,000 or above are subject to Responsible Wage Rates. The wage rate will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Projects, where price (Proposals/Bids) received are in excess of \$200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

**VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):**

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.